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February 27, 2026

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Asset Living Corporation
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste 150
Sacramento, CA 95833

Agent for Service of Process for SWBC Professional Employer Services I, LLC:
National Registered Agents, Inc.
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Jose Alba v. Asset Living Corporation and SWBC Professional Employer Services I, LLC

Dear Labor and Workforce Development Agency, Asset Living Corporation, and SWBC Professional Employer Services I, LLC:

This letter shall serve as Jose Alba's ("Plaintiff") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Asset Living Corporation and SWBC Professional Employer Services I, LLC (collectively, "Defendants"), including the facts and theories to support the alleged violations. Plaintiff intends to seek civil penalties against Defendants under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other non-exempt or hourly-paid employees currently or formerly employed by Defendants in California during the statutory period ("Aggrieved Employees"). Plaintiff is informed and believes and based thereon alleges that there are at least 250 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Plaintiff alleges Defendants violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Plaintiff has been employed by Defendants in Ontario, California as a non-exempt maintenance technician since approximately December 2024.

Minimum, Sick, Vacation, and Overtime Wages

Throughout the statutory period, Defendants failed to pay Plaintiff and other Aggrieved Employees at least the legal minimum, sick, vacation, and overtime wage for all hours worked due to Defendants' policy and practice of failing to pay overtime wages, vacation wages, and sick pay wages at the correct rate of pay. Specifically, Defendants failed to correctly calculate the regular

rate of pay when Plaintiff and Class Members earned nondiscretionary bonuses. Defendants also failed to pay reporting time pay when Plaintiff and Class Members who were on call reported to work for a second time in a workday and were furnished with less than half of their usual or scheduled day's work. As a result, Defendants failed to pay Plaintiff and other Aggrieved Employees for all minimum and overtime wages due in violation of Labor Code §§ 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, Defendants failed to provide Plaintiff and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Plaintiff and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Defendants failed to pay Plaintiff and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, Defendants failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, Defendants failed to authorize and permit Plaintiff and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Plaintiff and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. Defendants failed to pay Plaintiff and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, Defendants failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to Defendants' wage, meal period, and rest period violations as alleged above, Defendants failed to provide Plaintiff and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional. Further, Defendants' wage statements incorrectly identified "Asset Living – West" as Plaintiff's and Class Members' employer.

Timing of Wage Payments

Due to Defendants' wage, meal period, and rest period violations as alleged above, Defendants failed to pay all wages due during Plaintiff's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional. In fact, Defendants' policy and practice was to pay wages 8 days after the close of the pay period.

Recordkeeping

Due to Defendants' wage, meal period, and rest period violations as alleged above,



Defendants failed to maintain accurate and complete records showing the hours worked each day by Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Plaintiff seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Plaintiff will be filing on behalf of himself and all other Aggrieved Employees against Defendants. Plaintiff intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam". The signature is fluid and cursive, with the first and last names being more prominent.

Fawn F. Bekam

Enclosure: Class Action Complaint